

NAIS STUDENT DIVERSITY LEADERSHIP CONFERENCE SCHOOL PARTICIPATION AGREEMENT 2023

The National Association of Independent Schools (“NAIS”) and the Student Diversity Leadership Conference (“SDLC”) faculty and facilitators are pleased that your school (“School”) is interested in participating in this year’s SDLC. (NAIS, together with the School, may also be referred to herein individually or collectively as the “Party” or “Parties.”) We will take a critical look at ourselves, others, and society at large. We will examine the range of diversity, including age, ability, ethnicity, gender, race, religion, sexual orientation, gender expression and identity, and socioeconomic class. We will have dialogues on how these identifiers impact cross-cultural communication. We will empower participants to develop action items for their schools. The skill-building, networking, and exploring of ideas will enable participants to develop strategies for creating dialogues in their schools and communities. Our goal is to create social justice for and by everyone.

This agreement (the “SDLC School Agreement” or the “Agreement”), by and between NAIS and the undersigned School, outlines the responsibilities of NAIS schools that participate in SDLC as well as the expectations for participating students and chaperones.

Before proceeding, please note that this Agreement is a binding legal contract, and payment is due upon signing. Please also note the School’s obligation to provide chaperones (as outlined below, to be responsible for the participating students); to cover certain food and beverage and travel costs; and to obtain, retain, and/or submit certain participant forms. Schools will not be permitted attendance without payment and form procurement/submission, and attendance rights may be revoked for failure to adhere to this Agreement, or as otherwise determined by NAIS, within its sole discretion.

1. **2023 SDLC:** This year’s SDLC will take place November 29 through December 2, 2023, in St. Louis Missouri at a convention center selected by NAIS, unless NAIS determines, in its sole discretion, that circumstances dictate the transition to another date, location, or to an online conference format. Led by a diverse team of educators, SDLC focuses on self-reflection, forming allies, and building community. Conference content will be tailored to aid participants in developing cross-cultural communication skills, designing effective strategies for social justice practice through dialogue and the arts, and learning the foundations of allyship and networking principles. Specific sessions and activities are currently under development by SDLC faculty and will be consistent in scope and subject matter to sessions during the 30 years of SDLC programming. For the latest news and information, please visit pocc.nais.org/about/Student-Diversity-Leadership-Conference. SDLC participation is open to NAIS Member Schools and Premium Subscribers only. For questions regarding participation eligibility, please contact NAIS.
2. **School Participation:** By signing below, the School affirms that it is: (1) a high school or has an upper school, and (2) is an NAIS Member School or Premium Subscriber.
 - a. **Student Participants.** The School may designate up to six (6) students (“Student Participants”) to participate in the conference. Student Participants must be currently enrolled students in grades nine through 12 and in good standing at the School. NAIS relies on the School to determine whether a student is in good standing and is an appropriate choice to fill the role of a Student Participant. If the School designates a student that has committed an infraction, either before or after SDLC registration, which jeopardizes their position of good standing, the School agrees to inform NAIS. A student infraction does not necessarily mean that the student will be barred from SDLC participation; NAIS reserves the right to make a determination regarding the student’s involvement. The School may not register students from other schools or attempt to designate SDLC registration “slots or spaces” to other schools if the School has a delegation size of fewer than six (6) students. The School represents that, based on its knowledge and best judgment, the registered Student Participant(s) have the maturity and self-confidence to participate in SDLC and to conduct themselves in a manner consistent with the SDLC Student Handbook and the School’s conduct rules.
 - b. **School Chaperones.** The School **must** also designate at least one (1) chaperone (“Chaperone(s)”) for every six (6) Student Participants, to monitor and be responsible for the Student Participants over the dates of the conference. Chaperones are responsible for the Student Participants and will provide monitoring and oversight of the Student Participants before and after all SDLC sessions and events. Chaperones must be current employees of the School. Chaperones are not NAIS

NAIS STUDENT DIVERSITY LEADERSHIP CONFERENCE SCHOOL PARTICIPATION AGREEMENT 2023

employees and nothing herein or in any related documents creates an employment relationship between NAIS and the Chaperones. The School is encouraged, but not required, to send or identify an additional chaperone(s) to assist in the event the Chaperone becomes incapacitated for any reason. In the event a Chaperone experiences an exigent circumstance that renders them unable to perform the chaperone function, the School is responsible for sending a replacement chaperone as soon as practicable. Students should not be left at SDLC unattended. The School agrees to notify NAIS, as soon as possible, if a designated Chaperone is no longer employed with the School, or is under investigation or received discipline in this academic year for any activity that could be seen as harmful to the mission furthered at SDLC. NAIS expects all participating schools to designate Chaperones who are committed to the SDLC mission. SDLC should never be used as a means of “corrective” action or “professional development” for a school employee. The purpose of this conference is to serve the Student Participants. Chaperones will not be permitted to attend the SDLC programming.

3. **School Responsibilities:** By signing below, the School acknowledges and agrees that failure to fulfill its responsibilities, as outlined above and below, may result in removal from SDLC and may further result in a temporary or permanent ban from future SDLC activities. By electing to participate in the 2023 SDLC, the School agrees to undertake the following duties and responsibilities:
 - a. **Chaperone Requirement:** The School understands its responsibility to provide Chaperones, as described above, and to provide adequate education, training, support, and/or oversight, consistent with the School’s trip, travel, and activities policies and protocols. Chaperones are not permitted to attend any part of SDLC programming and must remain at or near the SDLC site at all times to provide supervision to the Student Participants when SDLC is not in session or as otherwise needed to provide support and oversight to Student Participants. Chaperones may register for and participate in the NAIS People of Color Conference (“PoCC”), which runs concurrently with SDLC.
 - b. **Registration Fees:** The registration fee for each Student Participant is \$730 (seven hundred and thirty USD per Student Participant). Please do not submit registration fees for Chaperones, who are not permitted to attend the SDLC programming. SDLC space is limited, and planning revolves around the numbers submitted during this registration process. **Therefore, upon signing this Agreement, the obligation to pay the registration fees is unconditional and payment is owed at the time of registration.** However, if the School elects to pay by purchase order, the registration fees must be received by NAIS no later than Friday, November 11, 2023, at 12 AM ET. This registration fee obligation is unequivocal; failure to pay registration fees invalidates the School’s participation. Refunds in whole or part will not be provided for any reason, including but not limited to the absence or removal of a Student Participant or the School for any reason.
 - c. **Other Costs:** (i) **Meals:** NAIS will provide snacks, lunch, and dinner for Student Participants during the SDLC event on Thursday and Friday; the School is responsible for all other food and beverage for Student Participants and all food and beverage for Chaperones. If the School anticipates that a Student Participant will have any special dietary needs, it is the School’s responsibility to provide for those needs. Please contact NAIS with any question regarding this policy. (ii) **Travel, Misc.:** The School is responsible for all travel costs for all Student Participants and Chaperones, including but not limited to ground transportation, flights, and lodging. The School is also responsible for any associated fees/charges regardless of any changes to the School’s participation in SDLC, the participation of any individual, or SDLC changes due to a Force Majeure event as described below. If exigent circumstances result in NAIS incurring any expenses on behalf of the School or its Student Participants or Chaperones, the School agrees to reimburse NAIS within 30 (thirty) days of NAIS incurring the charge.
 - d. **School Trip/Travel Measures:** NAIS is pleased to provide the venue and event for the Student Participant(s)/Chaperone(s). As outlined below, out of an abundance of caution, NAIS is requiring parental consent, assumption of risk, and medical authorization documentation. However, the School is solely responsible for taking reasonable steps to ensure safe travel and attendance at SDLC, a School-related event. Therefore, the School should take all the reasonable steps it deems necessary, and otherwise would in the event of School-sponsored or related trips, travel, or activities, including but not limited to: sharing information with Students, parents/ guardians, and

NAIS STUDENT DIVERSITY LEADERSHIP CONFERENCE SCHOOL PARTICIPATION AGREEMENT 2023

Chaperones; procuring medical authorizations; requiring any medical or other insurance for Student Participants or Chaperones; obtaining any insurance for the School; outlining and implementing plans and permissions related to prescription medication; and executing legal documents impacting liability for the School or parents/guardians.

- e. **Medicine Administration:** NAIS cannot guarantee that the SDLC experience will include onsite medical staff with the authority to administer over-the-counter (“OTC”) medication to Student Participants. Therefore, the School should coordinate with the Chaperones and Student Participants to prepare for any reasonably-anticipated student medication needs, including but not limited to OTC medication, such as pain relievers or antacids. Student Participants and Chaperones will be responsible for procuring, storing, and administering all medications to Student Participants. In the event the SDLC experience includes medical staff authorized to administer medicine, the School will be expected to procure and provide NAIS with a signed medical authorization form, as well as parent/guardian phone numbers. NAIS reserves the right to have medical staff contact parents/guardians directly regarding medicine administration by onsite medical staff.
- f. **Authorization/Agreement Forms:** This Agreement is by and between NAIS and the School; as stated in section 3c above, the School is responsible for implementing and procuring the safety and related plans, protocols, and documentation it uses for School-related trips, travel, and activities. Additionally, NAIS recognizes (1) that the success of the program relies on the understanding and support of Student Participants, Chaperones, and the students’ families, and (2) unforeseen circumstances may arise that require NAIS or the School to arrange for medical treatment for Student Participants. Therefore, it is the School’s obligation to:
- **Obtain and retain in its files:** signed copies of all Student Participants’ **SDLC Family Agreements**, which must be signed by the Student Participants and their parents/guardians, and signed copies of the **SDLC Chaperone Agreements**, signed by the Chaperones. As the School is responsible for its participants, it is responsible for distributing the documents, ensuring they are reviewed and signed, and procuring the signed copies no later than November 11, 2023. It is the School’s responsibility to maintain these signed forms for at least ten (10) years after the conclusion of this year’s SDLC. NAIS reserves the right to request and review any and all forms, and the School agrees to provide the signed forms to NAIS immediately upon request. Failure to produce signed forms in a timely manner, pursuant to this Agreement, may result in the expulsion of the School’s participants.
 - **Provide signed copies:** All Student Participants’ **SDLC Family Agreements**, which must be signed by the Student Participants and their parents/guardians, must be submitted to NAIS no later than November 11, 2023. NAIS will provide additional information about how to send/upload these forms. Failure to provide signed copies of this Agreement may result in the exclusion of the Student Participants or School from SDLC.

Both of the forms mentioned above include a reference to the SDLC Student Handbook, which must be read by Student Participants and Chaperones. Schools can find the SDLC Student/Family Agreement, the SDLC Chaperone Agreement, and the SDLC Student Handbook on the NAIS website.

4. **SDLC Student Handbook:** The School, Student Participants, and Chaperones are all expected to read and abide by the SDLC Student Handbook (the “**Student Handbook**” or the “**Handbook**”) in its entirety. NAIS reserves the right to edit or update the SDLC Student Handbook at any time. Additionally, NAIS may promulgate additional information, including instructions or guidelines, to facilitate the SDLC program. The School agrees to familiarize itself with all such information and that its participants (Student Participants and Chaperones) will comport themselves accordingly. However, the School understands that the Handbook does not constitute a contract between the School (including the Chaperones and Student Participants) and NAIS and that NAIS may deviate from the guidelines and expectations set forth in the Student Handbook in its discretion and as individual circumstances may warrant. Due to the nature of the program and age of its participants, NAIS oversight may, at times, be limited and reliance on Chaperones and Student Participants’ reasonable choices and rule-following is essential. The success of SDLC requires the commitment of Student Participants and Chaperones to follow any instructions provided by NAIS or its representatives.

NAIS STUDENT DIVERSITY LEADERSHIP CONFERENCE SCHOOL PARTICIPATION AGREEMENT 2023

- 5. Removal/Unexpected Departure:** Should NAIS determine, in its sole discretion, that any Student Participant or Chaperone has violated any policy in the SDLC Student Handbook, Family Agreement, or Chaperone Agreement, or acted inconsistently with its spirit or purpose, or otherwise negatively interfered with the SDLC program or its mission, that individual will be precluded from further participation in SDLC sessions and activities. In the event that a Student Participant or Chaperone is asked to leave the conference, or must depart early due to exigent circumstances, the School will be the ultimate responsible party for physically retrieving, or ensuring the physical retrieval by a lawful parent/guardian, of the Student Participant(s) or Chaperone(s) to escort them home or to their intended destination. NAIS will not be responsible for any additional costs or fees associated with lodging or travel of any Student Participant or Chaperone who chooses or must leave or is asked to leave the conference. By signing this Agreement, the School agrees to full responsibility of any such fees or costs. NAIS also reserves the right to limit the involvement of the School and its Student Participants/Chaperones, within its sole discretion, as NAIS determines.
- 6. Related Persons:** SDLC participation is solely for Student Participants, SDLC faculty/NAIS staff, and Chaperones (to the extent necessary to perform the Chaperone function and as otherwise permitted by NAIS, which does not include attending the conference sessions). Attendance by guests, including friends, family, or other School community members, is prohibited. However, in the event persons unassociated with SDLC but associated with the Student Participants/Chaperones or School are present at or around the SDLC venue, please note that the actions of others connected with the Student Participant or Chaperone (e.g., family members or friends) may warrant limitations or removal from the program, as determined in NAIS's sole discretion. The School agrees to abide by and support any NAIS determination that a violation of the SDLC Student Handbook or other similar infraction has occurred. The School understands that it is not entitled to a replacement participant, and in no event will a refund be provided for any School participant who is removed by NAIS pursuant to this provision.
- 7. Communicable Diseases:** NAIS reserves the right to develop and enforce health-related policies at SDLC to reduce the spread of communicable diseases and/or take measures or make decisions in real time at the SDLC event, as it determines is appropriate. Such policies, protocols, or measures may include but shall not be limited to: vaccine, testing, and/or masking requirements; symptom screening; and imposed isolation or quarantine or exclusion from SDLC events as a result of illness. Failure to comply with any NAIS policies may be grounds for removal from SDLC. Notwithstanding these potential measures, NAIS cannot guarantee an environment free of communicable diseases, including COVID-19. By signing below and attending SDLC, the School acknowledges the inherent health risks in traveling to and from and attending the event.
- 8. Indemnification:** The School, on behalf of its trustees, directors, officers, employees, students, parents, volunteers, and agents, agrees to defend, indemnify, and hold harmless NAIS, and its trustees, employees, volunteers, and agents, from and against any and all claims, actions, losses, liabilities, damages, and expenses, including reasonable attorney fees, arising out of or resulting from (1) the School's breach of this Agreement, including any of its representations and warranties; (2) the failure of the School, Student Participant, or any Chaperone to comply with all applicable health, safety, and other policies of NAIS or the SDLC venue or other applicable and related policies; or (3) claims or actions for bodily injury, emotional distress, death, sickness, property damage, or any other injury or damage to the person or property of the School and any and all Student Participants and Chaperones incurred during or in connection with such person's participation in SDLC, whether during or after program hours and including travel to and from the conference, except to the extent caused by the gross negligence or willful misconduct of NAIS.
- 9. Insurance:** The School agrees to maintain adequate insurance coverage as is necessary to fulfill its obligations under this Agreement. Such insurance may include but is not limited to: general liability insurance, insurance to cover certain harms to students and minors, workers' compensation insurance, and property insurance. Upon NAIS's written or oral request, the School shall promptly provide evidence of such insurance coverage. Schools are encouraged to require proof of any individual or family insurance that it would otherwise require for School trips, travel, and activities for Student Participants and Chaperones.
- 10. Force Majeure:** In its sole discretion, NAIS may make any changes to SDLC including but not limited to changing location, dates, timing, or moving to a virtual platform if it is impossible, impractical, or illegal to fulfill the

NAIS STUDENT DIVERSITY LEADERSHIP CONFERENCE SCHOOL PARTICIPATION AGREEMENT 2023

terms of this Agreement, whether due to a force of nature, government, etc. (a “**Force Majeure**” event). In the case of a Force Majeure event, NAIS shall be released from any liability or damages thereunder, there will be no refunds, and NAIS shall not be responsible for any costs or fees incurred by the School, including any incurred by its Student Participants or Chaperones.

11. **Governing Law:** This Agreement shall be governed by the laws of the District of Columbia. The Parties agree that any claim, controversy, or dispute arising out of this Agreement or the School’s participation in the 2023 SDLC shall be brought in a court of competent jurisdiction within the District of Columbia. The Parties waive any objection to the jurisdiction of the state and federal courts within the District of Columbia.
12. **Signature Authority:** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
13. **Severability:** In the event that any provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Agreement shall continue in full force and effect without said provision.
14. **Amendment:** This Agreement cannot be amended or modified absent a writing signed by NAIS and the School.
15. **Primary Contact:** In the event the Parties have questions regarding this Agreement, they may contact:
 - a. Caroline G. Blackwell, NAIS Vice President, Equity and Justice
blackwell@nais.org; (202) 973-9700
 - b. Megan Mann, NAIS General Counsel
legal@nais.org; (202) 973-9700
 - c. The School:

SCHOOL NAME _____

NAME OF AUTHORIZED REPRESENTATIVE _____

TITLE _____

EMAIL _____ TELEPHONE _____

SCHOOL CONTACT FOR EMERGENCIES/EVENT-RELATED INQUIRIES:

NAME _____ TITLE _____

WORK PHONE _____ MOBILE PHONE _____ SCHOOL EMAIL _____

NAIS AUTHORIZED SIGNATURE



Caroline G. Blackwell, NAIS VICE PRESIDENT, EQUITY AND JUSTICE

SCHOOL AUTHORIZED SIGNATURE

NAME _____

TITLE _____

SIGNATURE _____ DATE _____